

TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT

TO: Mayor and Councilmembers

FROM/PHONE: Marcie O. Nolan, AICP, Acting Development Services
Director/(954) 797-1101

PREPARED BY: Lise Bazinet, Planner II

SUBJECT: Revision of Developer's Agreement, DA 11-1-06, Rancho Alegre/2800 SW 148th Avenue/Generally located on SW 148th Avenue, between SW 31st Court and SW 26th Street.

AFFECTED DISTRICT: District 4

ITEM REQUEST: **Schedule for Council Meeting**

TITLE OF AGENDA ITEM: AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE, AND THE DEVELOPER (JAC F. BERMAN) FOR THE CONSTRUCTION OF ROAD IMPROVEMENTS RELATED TO THE RANCHO ALEGRE PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (DA 11-1-06, Rancho Alegre, 2800 SW 148 Avenue)

REPORT IN BRIEF: The petitioner requests approval of a revision of the Tri-Party Agreement for road improvements approved by Town Council on January 16, 2008. The revision adds to the agreement a lien imposed by the County against the property for the amount of \$105,514.00 to secure the construction of the improvements instead of a letter of credit.

The improvements include the construction of an eastbound left turn lane on Southwest 14th Street at the driveway to Western High School, as well as modifying an existing driveway on Southwest 14th Street to and from Western High School by providing one 12-foot egress lane and two 15-foot ingress lanes. These improvements are being completed within the Town of Davie and shall benefit the local and regional transportation network. Additionally, this request is associated with Plat Application (P 11-6-06, Rancho Alegre) approved by Town Council on January 16, 2008 and is required to ensure traffic concurrency.

PREVIOUS ACTIONS:

At the January 2, 2008 Town Council meeting, this item was tabled to the January 16, 2008 Town Council meeting. (**Motion carried 4-0, Councilmember Starkey was absent**)

At the January 16, 2008 Town Council meeting, this item was approved in consent agenda (**Motion carried 5-0**)

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Staff finds that the application is complete and suitable for transmittal to Town Council for consideration.

Attachment(s): Resolution, Developer's Justification, Agreement, Future Land Use Map, Zoning and Aerial Map

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN BROWARD COUNTY, THE TOWN OF DAVIE, AND THE DEVELOPER (JAC F. BERMAN) FOR THE CONSTRUCTION OF ROAD IMPROVEMENTS RELATED TO THE RANCHO ALEGRE PLAT; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Broward County requires improvements to satisfy concurrency on the regional road network; and

WHEREAS, Broward County requires that the Town of Davie not issue a certificate of occupancy on said plat until the Town receives confirmation from the County that the payment required for the improvements to satisfy traffic concurrency on the regional road network has been received.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, attached hereto as Exhibit (Developer's Agreement).

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2008.

MAYOR/COUNCILMEMBER

Attest:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008.

Exhibit (*Developer's Justification*)

Concurrency Agreement

Please consider the following change on this agreement previously approved on January 16, 2008.

The following is the modification to the concurrency agreement for Rancho Alegre:

On page 3 paragraphs (a) Security and Default.

The security for improvements by developer will be secured by placing a lien by the county on such property.

Thanks for your cooperation on this matter

Sincerely,

Alegre Berman
Property Owner
Rancho Alegre
900 N Federal Hwy Suite 200
Hallandale, Florida 33009
(305)992-5631

Exhibit (Developer's Agreement)

Return recorded document to:

Development Management Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:

**NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND
ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON
EXHIBIT "A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET
FORTH WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE
PROPERTY UNTIL FULLY PAID AND/OR PERFORMED.**

**REGIONAL ROAD CONCURRENCY AGREEMENT
CONSTRUCTION OF IMPROVEMENTS
RELATED TO THE RANCHO ALLEGRE PLAT (005-MP-03)**

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the State of Florida, hereinafter referred to as "COUNTY,"

AND

_____, its successors and assigns, hereinafter referred to as "DEVELOPER",

[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]

The Town of DAVIE, a municipal corporation created and existing under the laws of the State of Florida, hereinafter referred to as "TOWN"

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires that the regional transportation network be adequate to serve the reasonably projected needs of proposed developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, more specifically requires that an application for a development permit satisfy concurrency requirements for impact areas; and

WHEREAS, DEVELOPER has applied for approval of or an amendment to the Rancho Allegre Plat (005-MP-03), hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, on December 19, 2007, the Broward County Development Management Division issued a Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of or amendment to the PLAT does not satisfy the impact area concurrency standards for the regional road network as stated in the Broward County Land Development Code ("CODE"); and

WHEREAS, DEVELOPER has conducted a study and has determined that certain remedial measures will mitigate the traffic impacts so that the PLAT or amendment to the PLAT will satisfy Broward County concurrency standards; and

WHEREAS, the Broward County Development Management Division has approved these remedial measures and finds that its concurrency requirements for the PLAT or the amendment to the PLAT will be met with the execution of, and compliance with, the terms of this Agreement by DEVELOPER; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. Construction of Improvements.
 - (a) DEVELOPER agrees to construct the improvements described in Exhibit "B" attached hereto, hereinafter referred to as the "Improvements." DEVELOPER agrees to complete the Improvements prior to receipt of the first certificate of occupancy for property within the PLAT.
 - (b) If the improvements described in Exhibit "B" are on a state road, as that term is defined in Chapter 334, Florida Statutes, DEVELOPER agrees that, prior to PLAT recordation, DEVELOPER shall provide COUNTY with proof of having received a permit or letter of intent to permit from the State of Florida Department of Transportation for the Improvements.
 - (c) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the PLAT. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review and approval prior to commencement of construction. Construction shall be subject to inspection and approval by the COUNTY. Pavement marking and signing shall be provided for all of the Improvements

and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.

- (d) If property is located within a municipality, DEVELOPER, its successors and assigns agree that no building permits or certificates of occupancy shall be obtained from the municipality for construction of a principal building within the Plat until such time as DEVELOPER provides the municipality with written confirmation from COUNTY that engineering plans for the required improvement have been approved by the Broward County Highway Construction and Engineering Division.
- (e) If property is located within a municipality, DEVELOPER, its successors and assigns agree that no certificates of occupancy within the Plat shall be obtained prior to completion of the Improvements according to the schedule set forth in Exhibit "B." Failure to comply with the above shall constitute a default of this Agreement. If the property is located within the unincorporated area, the COUNTY shall not issue any certificates of occupancy within the Plat prior to completion of the Improvements according to the schedule set forth in Exhibit "B."
- (f) In the event DEVELOPER defaults under the terms of this Agreement, COUNTY shall be entitled to foreclose or otherwise enforce the lien, in accordance with paragraph 3 of this agreement, by action or suit in equity as for the foreclosure of a mortgage on real property, plus costs and interest as set out herein. If COUNTY draws against the security and the amount recovered is less than the amount due, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum.

3. Security And Default.

(a) Lien.

- (1) A lien is hereby imposed by the COUNTY against the real property identified in Exhibit "A" in the amount of **One Hundred Five Thousand Five Hundred and Fourteen** Dollars (**\$105,514.00**). Such lien shall secure the construction of the Improvements identified in Exhibit "B" attached hereto. Such lien shall exist until fully paid, discharged, released, or barred by law. The lien created by this Agreement shall be superior to and shall have priority over any mortgage on the real property described in Exhibit "A." The DEVELOPER shall cause this Agreement to be executed by the holder of any such mortgage, which execution shall constitute the mortgagee's consent to such subordination.

- (2) In the event DEVELOPER fails to construct the Improvements according to the terms and conditions of this Agreement, COUNTY may recover such sums from DEVELOPER as are necessary in order to cause the construction of the Improvements that are outstanding. At the option of the COUNTY, such sums, plus costs and attorney's fees, may be recovered by COUNTY against the DEVELOPER through a civil action.

4. DEVELOPER agrees that any contract(s) for the Improvements shall:

- (a) Indemnify and hold harmless COUNTY, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of DEVELOPER and persons employed or utilized by or under contract with the DEVELOPER in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require DEVELOPER to indemnify COUNTY, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. In the event that any action or proceeding is brought against COUNTY by reason of any such claim or demand, DEVELOPER shall, upon written notice from COUNTY, resist and defend such action or proceeding by counsel satisfactory to COUNTY. The provisions of this section shall survive the expiration or earlier termination of this Agreement.
- (b) In order to insure the indemnification obligation contained above, the DEVELOPER and/or its contractor shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section.
- (c) Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Such policies shall specifically protect COUNTY and the Broward County Board of County Commissioners by naming COUNTY and the Broward County Board of County Commissioners as additional insureds.
- (d) Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.
Independent contractors.
Products and/or completed operations for contracts.
Broad Form Contractual Coverage applicable to this specific contract,
including any hold harmless and/or indemnification agreement.
Personal Injury Coverage with Employee and Contractual Exclusions
removed, with minimum limits of coverage equal to those
required for Bodily Injury Liability and Property Damage
Liability.
Underground coverages.

- (e) Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles.
Hired and non-owned vehicles.
Employers' non-ownership.

- (f) Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

- (g) DEVELOPER shall furnish to the Broward County Highway Construction and Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.
- (h) Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of DEVELOPER is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

5. CONCURRENCY COMPLIANCE. COUNTY finds that the execution of and adherence to this Agreement on the part of DEVELOPER satisfies the requirement of Chapter 5, Article IX, Broward County Code of Ordinances, that plats of land shall be designed to provide for the adequacy of the regional road network, at the adopted levels of service, concurrent with the impact of the development. Nothing in this Agreement shall be construed as constituting a waiver or an exemption from road impact fees authorized to be assessed by COUNTY to DEVELOPER under the provisions of Chapter 5, Article IX, Broward County Code of Ordinances.
6. PROPERTY WITHIN A MUNICIPALITY.
 - (a) If the property is located within a municipality, TOWN agrees that, upon notification from the COUNTY that DEVELOPER is in default of this Agreement, TOWN shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time that the COUNTY notifies the TOWN that the default has been resolved. If the property is located within the unincorporated area and the DEVELOPER is determined to be in default of this Agreement by the COUNTY, the COUNTY shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time as the default has been resolved.
 - (b) If the property is located within a municipality, the parties hereto agree that, except as may otherwise be provided herein, the TOWN is a party to this Agreement solely for the purpose of issuing or withholding the issuance of permits for the construction of buildings within the property subject to this Agreement and for the purpose of issuing or withholding the issuance of certificates of occupancy for the construction of buildings within the property subject to this Agreement. The parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of the DEVELOPER to strictly comply with all the requirements of the TOWN'S land development codes.
7. DEVELOPER, its successors and assigns agree that in the event of a default of this Agreement, DEVELOPER, its successors and assigns agree that no building permits, certificates of occupancy, or any other development permits shall be obtained within the boundaries of the PLAT, until such time that the COUNTY notifies the local government that the default has been resolved. If the property is located within the unincorporated area and the DEVELOPER is determined to be in default of this Agreement by the COUNTY, the COUNTY shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time as the default has been resolved.
8. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of

this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director of the Broward County Development Management Division
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

Director of the Broward County Highway Construction and Engineering Division
115 South Andrews Avenue, Room 321
Fort Lauderdale, FL 33301

For the DEVELOPER:

For the TOWN:

9. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
10. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
11. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.

12. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
13. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
14. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
15. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.
16. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
17. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, and DEVELOPER, signing by and through its _____ duly authorized to execute same and TOWN OF DAVIE, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____ Mayor

_____ day of _____, 20____

Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

_____ day of _____, 20____

MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

Dianne M. Flavia
(Signature)
Print name: DIANNE M FLAVIA
J. Ferraiolo
(Signature)
Print name: J. Ferraiolo

Sterling Bank
Name of Mortgagee (corporation/partnership)
By [Signature]
(Signature)
Print name: Paula L Gagnon
Title: Vice President
Address: 119 South State Rd 7
Royal Palm Beach FL 33411
6th day of May, 2008

ATTEST (if corporation):

[Signature]
(Secretary Signature)
Print Name of Secretary: ADD Loan Ops. Mgr

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF Florida)
COUNTY OF Broward) SS.

The foregoing instrument was acknowledged before me this 6 day of May, 2008, by Paula Gagnon, as Vice President of Sterling Bank, a Florida corporation/partnership, on behalf of the corporation/partnership. He or she is:
☒ personally known to me, or
☐ produced identification. Type of identification produced _____

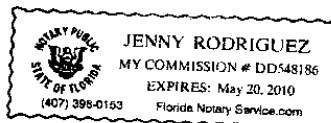
(Seal)

My commission expires:

NOTARY PUBLIC:

[Signature]
Print name:

CAF#361
03/29/06 Revised



DEVELOPER-INDIVIDUAL

Witnesses:

PAGE WEEKS
(Signature)
Print name: PAGE WEEKS

CLAUDIO BARROS
(Signature)
Print name: CLAUDIO BARROS

JAC Berman
Name of Developer (Individual)

JAC Berman
(Signature)
Print name: JAC Berman

Print address: 900 N. Federal Highway
Suite 200 Hallandale Beach FL 33009
27 day of July, 2008

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this 27 day of July, 2008, by JAC Berman who is
[initials] personally known to me, or
[] produced identification. Type of identification produced _____

NOTARY PUBLIC:

(Seal)

Sandra D Diaz
Print name:

My commission expires:



CAF#361
03/29/06 Revised

DEVELOPER-INDIVIDUAL

Witnesses:

PAGE WEEKS
(Signature)
Print name: PAGE WEEKS

CLAUDIO BARROS
(Signature)
Print name: CLAUDIO BARROS

JAC Berman
Name of Developer (Individual)

JAC Berman
(Signature)
Print name: JAC Berman

Print address: 900 N. Federal Highway
Suite 200 Hallandale Beach FL 33009
27 day of July, 2008

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS.

The foregoing instrument was acknowledged before me this 27 day of July, 2008, by JAC Berman who is
[initials] personally known to me, or
[] produced identification. Type of identification produced _____

NOTARY PUBLIC:

(Seal)

Sandra D Diaz
Print name:

My commission expires:



CAF#361
03/29/06 Revised

DEVELOPER-INDIVIDUAL

Witnesses:

PAGE WEEKS
(Signature)
Print name: PAGE WEEKS
CHANDIS BARRAS
(Signature)
Print name: CHANDIS BARRAS

Alegre Berma
Name of Developer (Individual)
Alegre Berma
(Signature)
Print name: Alegre Berma
Print address: 1000 N. Federal Hwy
Suite 200, Fort Lauderdale, FL 33309
27 day of May, 2008

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
COUNTY OF _____) SS.

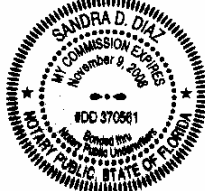
The foregoing instrument was acknowledged before me this 27 day of May, 2008, by Alegre Berma who is
☐ personally known to me, or
☐ produced identification. Type of identification produced _____

NOTARY PUBLIC:

(Seal)

Sandra D. Diaz
Print name: Sandra D. Diaz

My commission expires:



CAF#361
03/29/06 Revised

MORTGAGEE-INDIVIDUAL

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

[Signature]
(Signature)
Print name: CLAUDIO BARROS
[Signature]
(Signature)
Print name: PAIGE WEEKS

[Signature]
Name of Mortgagee (Individual)
[Signature]
(Signature)
Print name: Brett Krupnick
Print address: 1401 S. Ocean Dr. #706
Hollywood, FL 33019
28 day of May, 2008

ACKNOWLEDGMENT - INDIVIDUAL

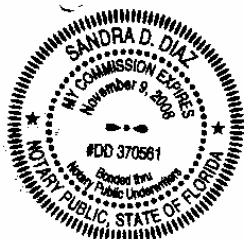
STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 28 day of May, 2008, by Brett Krupnick who is
☒ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires:



[Signature]
Print name: _____

MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

(Signature)
Print name: _____

(Signature)
Print name: _____

Bank of America, N.A.
Name of Mortgagee (corporation/partnership)

By Muriel Adams
(Signature)
Print name: Muriel Adams
Title: Vice President
Address: _____

15 day of May, 2008

ATTEST (if corporation):

ASST.

(Secretary Signature)

Print Name of Secretary: Holly M. Jarmusz

(CORPORATE SEAL)

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF New York)
) SS.
COUNTY OF ERIE)

The foregoing instrument was acknowledged before me this 15 day of May, 2008, by Muriel Adams, as Vice President of Bank of America, a National corporation/partnership, on behalf of the corporation/ partnership. He or she is:

☒ personally known to me, or
☐ produced identification. Type of identification produced _____

(Seal) **TINA RICHARDS**
Notary Public - State of New York
No. 01789163634
Qualified in Erie County
My Commission Expires March 17, 2012
My commission expires: 3/17/2012

NOTARY PUBLIC: Tina Richards
Tina Richards
Print name:

EXHIBIT 'A'

THE SOUTH ONE-HALF (S 1/2) OF TRACT 3, ALL OF TRACT 4 AND THE NORTH 5.00 FEET OF TRACT 5, IN SECTION 21, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION No. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

LESS AND EXCEPT:

A PORTION OF TRACT 3 AND 4, IN SECTION 21, TOWNSHIP 50 SOUTH, RANGE 40 EAST, ACCORDING TO THE "FLORIDA FRUIT LANDS COMPANY'S SUBDIVISION NO. 1", AS RECORDED IN PLAT BOOK 2, PAGE 17, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, LYING AND BEING IN BROWARD COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A POINT ON THE EAST LINE OF SAID TRACT 4, 20.00 FEET NORTH OF THE SOUTHEAST CORNER OF SAID TRACT 4; THENCE, SOUTH 88°58'45" WEST, ALONG A LINE 20.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID TRACT 4, FOR A DISTANCE OF 275.00 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE, WESTERLY AND NORTHERLY ALONG A 180.00 FOOT RADIUS CURVE, HAVING A CENTRAL ANGLE OF 67°27'35" FOR AN ARC DISTANCE OF 211.93 FEET TO A POINT OF REVERSE CURVATURE OF A 180.00 FEET RADIUS CURVE, HAVING A CENTRAL ANGLE OF 03°42'08" FOR AN ARC DISTANCE OF 11.63 FEET; THENCE, NORTH 83°45'14" EAST FOR A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING OF THE HEREINAFTER DESCRIBED LANDS; THENCE, CONTINUE NORTH 83°45'14" EAST FOR A DISTANCE OF 45.10 FEET; THENCE, NORTH 00°04'08" WEST FOR A DISTANCE OF 322.81 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH-HALF (S 1/2) OF SAID TRACT 3; THENCE, SOUTH 88°58'41" EAST ALONG THE NORTH LINE OF THE SOUTH-HALF (S 1/2) FOR A DISTANCE OF 122.00 FEET; THENCE, SOUTH 04°18'03" WEST FOR A DISTANCE OF 450.23 FEET TO A POINT OF NON-TANGENCY ON A 155.00 FOOT RADIUS CURVE CONCAVE TO THE NORTHEAST, WHOSE CENTER BEARS NORTH 07°41'30" EAST; THENCE, WESTERLY AND NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 58°45'50" FOR AN ARC DISTANCE OF 181.88 FEET TO A POINT OF REVERSE CURVATURE OF A 205.00 FOOT RADIUS CURVE; THENCE, WESTERLY ALONG SAID CURVE, HAVING A CENTRAL ANGLE OF 03°42'08" FOR AN ARC DISTANCE OF 13.24 FEET TO THE POINT OF BEGINNING.

SAID LANDS SITUATE, LYING AND BEING IN THE TOWN OF DAME, BROWARD COUNTY, FLORIDA, CONTAINING 607,488 SQUARE FEET OR 13.85 ACRES, MORE OR LESS.

EXHIBIT "B"

IMPROVEMENTS & COST OF IMPROVEMENTS

1. Prior to the issuance of a certificate of occupancy, construct an eastbound left turn lane on Southwest 14 Street at the driveway to Western High School with 500 feet of storage# and 100 feet of transition.

Estimated Cost: \$66,474.00

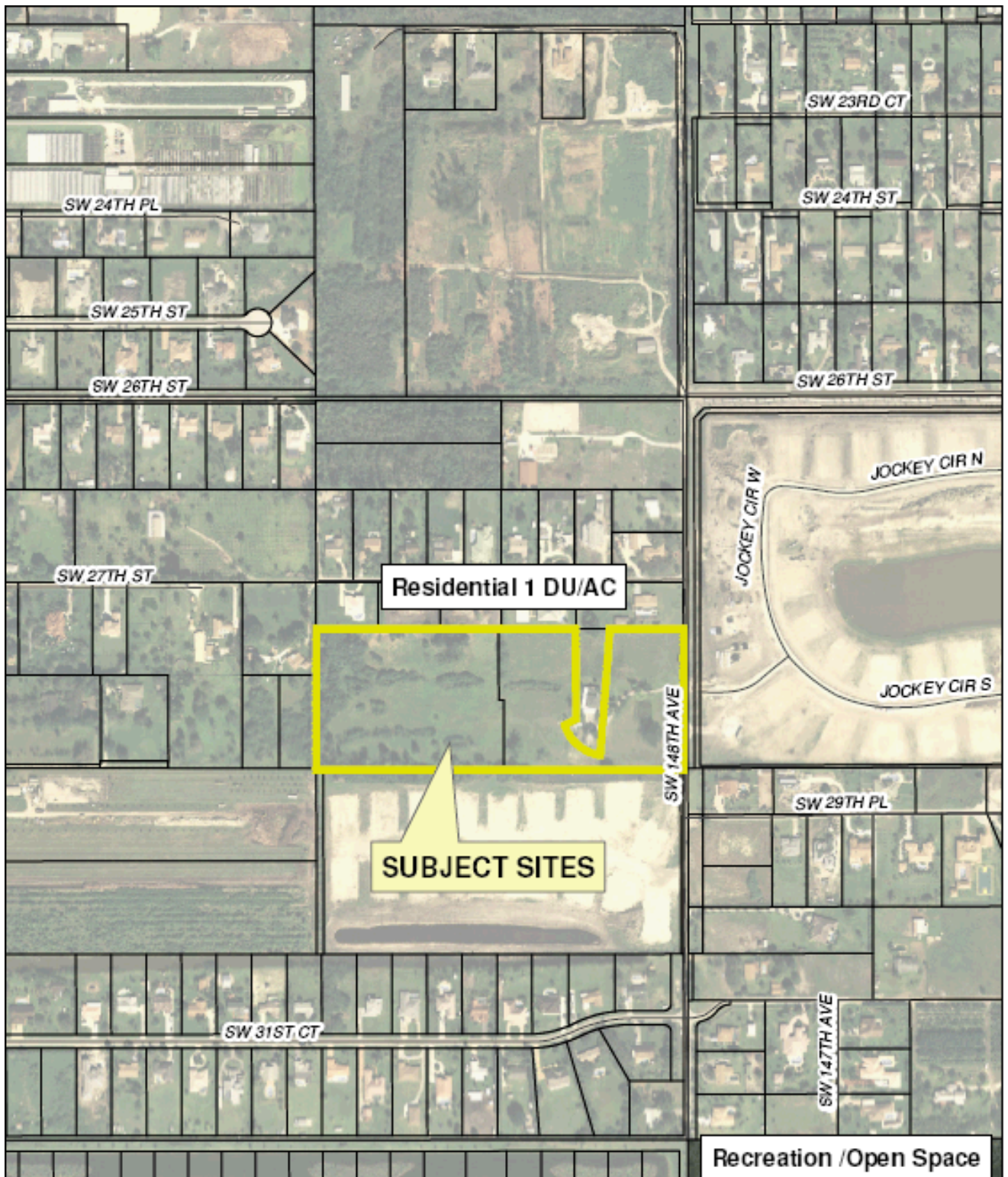
Median opening design to include acceptable vehicular turning radii. The length of the storage lane is measured from the end of the taper to the point of curvature of the median opening.

2. Prior to the issuance of a certificate of occupancy, modify the existing driveway on Southwest 14 Street to and from Western High School by providing one 12-foot egress lane and two 15-foot ingress lanes. The ingress shall be physically channelized to accommodate simultaneous movements. The signage for the egress shall read "Right Turns Only during School Hours."

Estimated Cost: \$39,040.00

Total Cost: \$105,514.00

Attachment (*Future Land Use Plan Map*)



Date Flown:
12/20/06



0 250 500 1,000
Feet

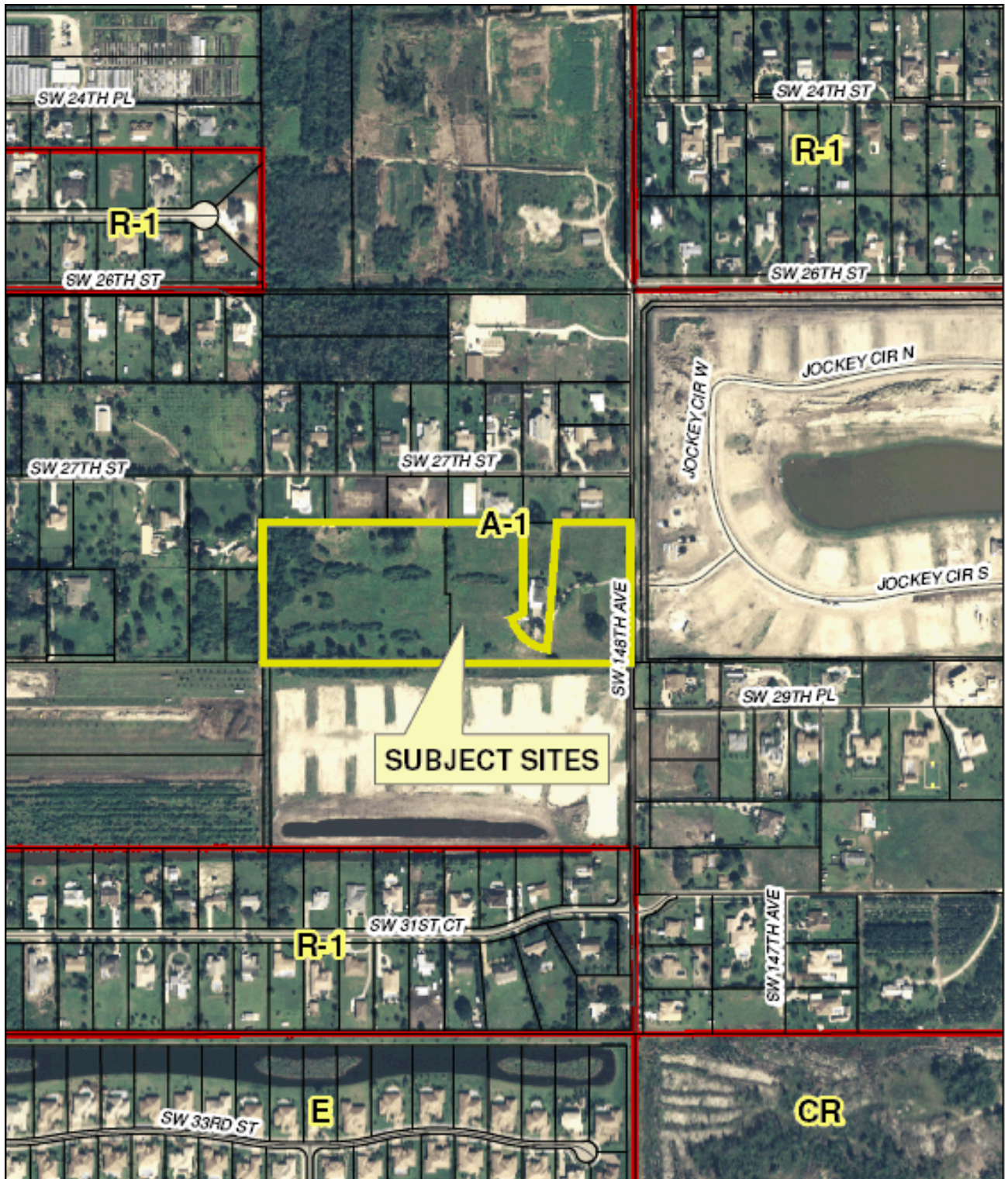
Prepared by the Town of Davie GIS Division

Plat
P 11-2-06

Future Land Use Map

Prepared by: ID
Date Prepared: 10/19/07

Attachment (*Zoning and Aerial Map*)



Date Flown:
12/2/06



0 250 500 1,000
Feet

Prepared by the Town of Davie GIS Division

Plat
P 11-2-06
Zoning and Aerial Map

Prepared by: ID
Date Prepared: 10/19/07

